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 ConocoPhillips Company

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

HOUTAN PETROLEUM, INC.)	Case No. 3:07-cv-5627 SC
)	
Plaintiff,)	<u>CONOCOPHILLIPS COMPANY'S</u>
)	<u>REQUEST FOR REASSIGNMENT TO</u>
vs.)	<u>NEW UNITED STATES MAGISTRATE</u>
)	<u>JUDGE FOR SETTLEMENT</u>
CONOCOPHILLIPS COMPANY, a Texas)	<u>CONFERENCE</u>
corporation and DOES 1 through 10,)	
Inclusive)	
)	DENIED
Defendants.)	
)	

At the Pretrial Conference on February 6, 2008, the Court ordered the parties to complete a settlement conference before a United States Magistrate Judge. Judge Larson thereafter scheduled the matter for settlement conference on March 12, 2008. (Docket No. 86.) ConocoPhillips is, of course, pleased to proceed before Judge Larson, but understands that Judge Larson is unavailable to conduct a settlement conference prior to March 12, 2008.

ConocoPhillips believes it is important that the parties complete the settlement conference as soon as possible for a number of reasons. Most importantly, in light of the vacation of the trial date, Houtan Petroleum remains in possession of ConocoPhillips' equipment and improvements, without paying rent, and in direct defiance of the Court's order denying injunctive relief (Docket No. 18). With every day that passes, Houtan Petroleum continues to help itself to injunctive relief the Court properly denied. As a result, and as this Court has

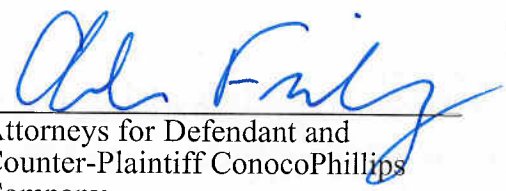
1 already recognized, the status quo creates considerable environmental risks as ConocoPhillips
 2 has no contractual or other right to supervise the subject service station. (*Id.* at 18:24-27 “[i]n
 3 light of the environmental issues associated with a gas station, Conoco would be exposed to risks
 4 if it were unable to supervise or ensure prudent station practices and compliance with applicable
 5 regulations”).

6 Accordingly, ConocoPhillips respectfully requests that the Court consider reassigning the
 7 parties to the first available United States Magistrate Judge for a settlement conference at the
 8 Court’s earliest convenience. In the event that no United States Magistrate Judge in the District
 9 is available prior to March 12, then ConocoPhillips would of course be pleased to proceed as
 10 scheduled before Judge Larson.

11 Counsel for ConocoPhillips has conferred with counsel for Plaintiff, Houtan Petroleum,
 12 Inc., regarding this request. Plaintiff’s counsel has advised that Plaintiff does not oppose the
 13 request for an earlier settlement conference.

14
 15 Dated: February 8, 2008

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